

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GEORGE JOSEPH SALLAI,

Plaintiff,

-against-

THE CITY OF NEW YORK, THE NEW YORK CITY
POLICE DEPARTMENT, POLICE OFFICER STEVEN
MULVEY; Shield Number 10041, LT. POLICE OFFICER
ROBERT SULLIVAN, DUANE READE INC., SOTTILE
SECURITY INTERNATIONAL INC.,

Defendants.
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**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

07 CV 10346 (JSR)

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: <u>8-8-08</u>
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WHEREAS, plaintiff George Joseph Sallai commenced this action by filing a complaint on or about November 15, 2007, alleging that defendants violated his constitutional and common law rights; and

WHEREAS, defendants deny any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff, George Joseph Sallai, has agreed to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action, including all cross-claims, is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff the sum of **Twenty Two Thousand and Two Hundred and Twenty Two Dollars (\$22,222)** in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. Duane Reade Inc., hereby agrees to pay plaintiff the sum of **Twenty Two Thousand and Two Hundred and Twenty Two Dollars (\$22,222)** in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. Sottile International Inc., hereby agrees to pay plaintiff the sum of **Twenty Two Thousand and Two Hundred and Twenty Two Dollars (\$22,222)** in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the City of New York, Steven Mulvey and Robert Sullivan (collectively "City Defendants"), Duane Reade Inc., and Sottile International Inc., and to release all defendants and any present or former employees or agents of the City of New York, Duane Reade Inc., and Sottile International Inc. from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees. Plaintiff further agrees to accept payment of the consideration from the City of New York, Duane Reade Inc., and Sottile International Inc., as set forth above, in full settlement and satisfaction of any and all claims and demands for property damage, personal injury, or any other damages which plaintiff, his heirs, executors, administrators,


successors or assigns may have or hereafter acquire on account of the events, circumstances, or incidents giving rise to the above-captioned action and claims incident thereto. Plaintiff hereby releases and forever discharges the City Defendants, Duane Reade Inc., and Sottile International Inc., and any of their present or former departments, agencies, agents, officials or employees, from any and all claims and demands for property damage, personal injury, or any other damages arising directly or indirectly from the events, circumstances, or incidents giving rise to the above-captioned action and claims incident thereto.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, General Releases and An Affidavit of No Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

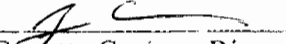
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, Duane Reade Inc., and Sottile International Inc., or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
June 16, 2008

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By: 
Manuel Moses (MM)

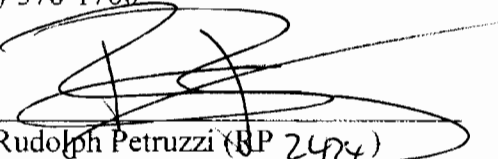
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By: 
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SO ORDERED:


United States District Judge
8-6-08